

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kellwood Company		12/17/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mr. Michael Stoney		
Street Address:	2320 Tawny Berry Lane		
City:	Chesapeake		
State/Country:	VIRGINIA		
Postal Code:	23325		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3076790	DUG	
Registration Number:	3079611	DUG	
CORRESPONDENCE DATA			
Fax Number:	(314)576-3388		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3145763340		
Email:	courtney.labelle@kellwood.com		
Correspondent Name:	Kellwood Company - Courtney LaBelle		
Address Line 1:	600 Kellwood Parkway		
Address Line 4:	Chesterfield, MISSOURI 63017		
NAME OF SUBMITTER:	Courtney LaBelle		
Signature:	/Courtney LaBelle/		
Date:	12/29/2009		
Total Attachments: 2			

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TRADEMARK
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ASSIGNMENT

WHEREAS, Kellwood Company, a Delaware corporation located at 600 Kellwood Parkway, Chesterfield, Missouri 63017, hereinafter referred to as Assignor, is the owner of the DUG mark and DUG & Digging Man Design mark for men's undergarments sold through department stores and mass retailers, namely, boxers, boxer briefs, tee-shirts, tanks, and muscle tee-shirts; men's pajamas sold through department stores and mass retailers, namely pajama tops, pajama bottoms, kimonos, pajama boxer shorts, and terry robes; men's loungewear separates sold through department stores and mass retailers, namely, tops and pants.

WHEREAS, Assignor is the owner of U.S. Registration No. 3,076,790, issued April 4, 2006, for the DUG mark and U.S. Registration No. 3,079,611 issued April 11, 2006 for the DUG & Digging Man Design mark.

WHEREAS, Michael Stoney, an individual residing at 2320 Tawny Berry Lane, Chesapeake, VA 23325, hereinafter referred to as Assignee, is desirous of acquiring said trademarks together with the goodwill of the business with which said marks are used and which is symbolized by said marks and any and all registrations and applications for registration of said marks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns to Assignee the entire right, title and interest in and to the DUG mark and DUG & Digging Man Design mark, all registrations of and applications to register said marks, including U.S. Registration No. 3,076, 790, issued April 4, 2006, for the DUG mark and U.S. Registration No. 3,079,611 issued April 11, 2006 for the DUG & Digging Man Design mark, the right to recover for past infringement of said marks, and the goodwill of the business in connection with which said marks are used and which are symbolized by said marks.

The effective date of this assignment is December 17, 2009.

KELLWOOD COMPANY

By: John S. Robert, Jr.

Name: JOHN S. ROBERT, JR.

Title: Asst. General Counsel or Asst. Secretary

FIRST AMENDMENT TO
AGREEMENT TO TRANSFER OWNERSHIP OF TRADEMARK

This Amendment to the Agreement to Transfer Ownership of Trademark (hereinafter, "Amendment") between Kellwood Company (hereinafter, "Kellwood") and Michael Stoney (hereinafter, "Stoney") shall be effective as of the ____ day of December, 2009.

WHEREAS, the parties hereto are parties to that certain Agreement to Transfer Ownership of Trademark effective as of April 1, 2009 (hereinafter, "Original Transfer Agreement"); and

WHEREAS, the parties hereto desire to amend and restate certain obligations in the Original Transfer Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the parties hereto agree as follows:

(1.) Paragraphs 2(a) and 2(b) of the Original Transfer Agreement shall be deleted entirely. Paragraph 2(a) shall be replaced with the following substitution:

a. A Cashier's or certified check in the amount of Twenty Five Thousand Dollars (\$25,000.00) to be received on or before December 1, 2009.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and made effective as of the date first above written.

Intending to be legally bound, the parties have executed this Amendment by their duly authorized representatives.

KELLWOOD COMPANY

Michael Stoney

By: Lawrence J. Rollins, Jr.

Name: Lawrence J. Rollins, Jr.

Title: Asst. General Counsel & Asst. Secretary